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17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 ROBERT GARIBAY, on behalf of himself  
20 and all others similarly situated,

21 Plaintiff,

22 vs.

23 WYNDHAM VACATION OWNERSHIP  
24 INC.; and DOES 1 through 50, inclusive,

25 Defendant(s).  
26  
27  
28

Case No.: 2:21-cv-00439-JAD-NJK

**ORDER APPROVING CLASS  
ACTION SETTLEMENT AND  
JUDGMENT**

ECF No. 27

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The above-referenced putative class action having come before the Court on June 17,  
3 2022, for a hearing and this Final Order Approving Class Action Settlement and Judgment,  
4 consistent with the Court's Preliminary Approval Order, filed and entered on December 14,  
5 2021, and as set forth in the Joint Stipulation of Settlement and Release between Plaintiff  
6 and Defendant ("Stipulation of Settlement" or "Settlement"), and due and adequate notice  
7 having been given to all Class Members as required in the Preliminary Approval Order, and  
8 the Court having considered all papers filed and proceedings had herein and otherwise being  
9 fully informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND  
10 DECREED AS FOLLOWS:

11 1. All terms used herein shall have the same meaning as defined in the Stipulation of  
12 Settlement unless an alternate meaning is specifically given within this Order.

13 2. Consistent with the definitions provided in the Stipulation of Settlement, the term  
14 "Class Member" means those individuals that are within the Settlement Class which includes all  
15 piece rate paid housekeepers (or similar job title) employed by Wyndham Vacation Ownership,  
16 Inc. in the state of Nevada at any time during the Class Period. The term "Class Member" does  
17 not include any person who previously settled or released any of the claims covered by this  
18 Settlement, or any person who previously settled or released any of the claims covered by this  
19 Settlement, or any person who previously was paid or received awards through civil or  
20 administrative actions for the claims covered by this Settlement, or any person who submitted a  
21 timely and valid Request for Exclusion as provided in the Stipulation of Settlement. For  
22 purposes of the Settlement and the Court's Final Order and Judgment, the term "Class  
23 Period" means February 11, 2018, through December 14, 2021. The term "Released Claims"  
24 collectively means those claims to be released by the Settlement Class identified in  
25 Paragraph 21 of the Stipulation of Settlement. The term "Class Representative"  
26 means Plaintiff Robert Garibay. The term "Class Counsel" means "Mark R. Thierman, Esq.,  
27 Joshua D. Buck, Esq., Leah L. Jones, Esq., and Joshua R. Hendrickson,  
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1 Esq. of Thierman Buck LLP of Reno, Nevada and Christian Gabroy, Esq. and Kaine Messer, Esq.  
2 of Gabroy Law Offices of Henderson, Nevada.”

3 3. This Court has jurisdiction over the subject matter of this action and over all  
4 Parties to this action, including all Class Members.

5 4. Distribution of the Notice and the Claim Form directed to the Class Members as  
6 set forth in the Stipulation of Settlement and the other matters set forth therein have been  
7 completed in conformity with the Preliminary Approval Order, including individual notice to all  
8 Class Members who could be identified through reasonable effort, and as otherwise set forth in  
9 the Stipulation of Settlement. The Notice provided due and adequate notice of the proceedings  
10 and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation  
11 of Settlement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements  
12 of due process. All Class Members and all Released Claims are covered by and included within  
13 the Settlement and the Court’s Final Order and Judgment.

14 5. The Court hereby finds that the Settlement was entered into in good faith. The  
15 Court further finds that Plaintiff has satisfied the standards and applicable requirements for  
16 final approval of this class action settlement.

17 6. The Court hereby approves the Settlement set forth in the Stipulation of  
18 Settlement and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs  
19 the Parties to effectuate the Settlement according to its terms. The Court finds that the  
20 Settlement was reached as a result of intensive, serious and non-collusive, arm’s-length  
21 negotiations. The Court further finds the parties have conducted extensive and costly  
22 investigation and research, and counsel for the parties are able to reasonably evaluate their  
23 respective positions. The Court also finds the Settlement at this time will avoid additional  
24 substantial costs, as well as avoid the delay and risks that would be presented by the further  
25 prosecution of the Action. The Court has reviewed the benefits that are being granted as  
26 part of the Settlement and recognizes the significant value to the Class Members. The Court  
27 also finds the Class is properly certified as a class for settlement purposes only. There were no  
28

1 objections to the Settlement filed prior to, or raised by, any person on the record at the Final  
2 Approval Hearing that change the Court's decision to approve the Settlement.

3 7. As of the date of the Court's Final Order and Judgment, each and every Class  
4 Member is deemed to have conclusively released the Released Claims as against the Released  
5 Parties. In addition, as of the date of the Court's Final Order and Judgment, each Class Member  
6 who has not submitted a valid Request for Exclusion is forever barred and enjoined from  
7 instituting or accepting damages or obtaining relief against the Released Parties relating to the  
8 Released Claims.

9 8. Neither the Settlement nor any of the terms set forth in the Stipulation of  
10 Settlement is an admission by the Released Parties, nor is the Court's Final Order and Judgment  
11 Dismissing a finding of the validity of any claims in the action or of any wrongdoing by the  
12 Released Parties. Neither the Court's Final Order and Judgment, the Stipulation of Settlement,  
13 nor any document referred to herein, nor any action taken to carry out the Stipulation of  
14 Settlement is, may be construed as, or may be used as, an admission by or against the Released  
15 Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the  
16 Stipulation of Settlement, and any negotiations or proceedings related thereto, may not in any  
17 event be construed as, or deemed to be evidence of, an admission or concession with regard to  
18 the denials or defenses by the Released Parties, and may not be offered into evidence in any  
19 action or proceeding in any court, administrative agency or other tribunal for any purpose  
20 whatsoever other than to enforce the provisions of the Court's Final Order and Judgment, the  
21 Stipulation of Settlement, the Released Claims, or any related agreement or release.  
22 Notwithstanding these restrictions, any of the Released Parties may file in this action, or submit  
23 in any other proceeding, the Court's Final Order and Judgment, the Stipulation of Settlement,  
24 and any other papers and records on file in the action as evidence of the Settlement to  
25 support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue  
26 preclusion or similar defense as to the Released Claims.

27 9. The Court hereby enters judgment as of the date of entry of the Court's Final Order  
28 and Judgment in accordance with the terms set forth in the Stipulation of Settlement.



1 Without affecting the finality of the Court's Final Order and Judgment in any way, the Court  
2 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of  
3 the Settlement, and all orders entered in connection therewith.

4 10. The Court hereby finds the settlement payments provided for under the  
5 Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore,  
6 orders the calculations and the payments to be made and administered in accordance with the  
7 terms of the Settlement.

8 11. The Court hereby names Mark R. Thierman, Esq., Joshua D. Buck, Esq., Leah L.  
9 Jones, Esq., and Joshua R. Hendrickson, Esq. of Thierman Buck, LLP and Christian Gabroy,  
10 Esq. and Kaine Messer, Esq. of Gabroy Law Offices as Class Counsel.

11 12. Under the terms of the Settlement and the authorities, evidence and argument  
12 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the  
13 amount of \$125,000.00, and the attorney costs in the amount of \$6,5000, to be deducted and paid  
14 from the Maximum Settlement Amount, as final payment for and complete satisfaction of any  
15 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person  
16 or entity related to this action. The Court further orders that the award of attorneys' fees and  
17 costs set forth in this paragraph shall be administered according to the terms of the Stipulation of  
18 Settlement and transferred or made payable to Class Counsel.

19 13. The Court also hereby approves and orders an Incentive Award to Class  
20 Representative Plaintiff Robert Garibay in the amount of \$10,000.00 to be paid from the  
21 Maximum Settlement Amount as set forth in the Stipulation of Settlement.

22 14. The Court also hereby approves and orders payment from the Class Settlement  
23 Amount for actual claims-administration expenses incurred by the Claims Administrator,  
24 Simpluris, to be paid from the Maximum Settlement Amount as set forth in the Stipulation of  
25 Settlement.

26 15. The Court also hereby finds and orders that the Stipulation of Settlement is and  
27 constitutes a fair, reasonable and adequate compromise of the Released Claims against the  
28 Released Parties.

1           16.     Provided the Settlement becomes effective under the terms of the Stipulation of  
2 Settlement, the Court also hereby orders the deadline for mailing the Court-approved Settlement  
3 Awards, attorneys' fees and costs, and Incentive Award is as set forth in the Implementation  
4 Schedule within the Preliminary Approval Order.

5           **The Clerk of Court is directed to CLOSE THIS CASE.**

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8           Dated: June 17, 2022

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UNITED STATES DISTRICT JUDGE

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